

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/30/2017		2. CONTRACT NO. (If any)		6. SHIP TO:	
3. ORDER NO. EP-17-H-000284		4. REQUISITION/REFERENCE NO. PR-OAM-17-00056		a. NAME OF CONSIGNEE Multiple Destinations	
5. ISSUING OFFICE (Address correspondence to) HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460				b. STREET ADDRESS	
				c. CITY	e. ZIP CODE
7. TO: Jessie Stacy				f. SHIP VIA	
a. NAME OF CONTRACTOR TVAR Solutions, LLC				8. TYPE OF ORDER	
b. COMPANY NAME				<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR: Quote no. CGJS060717-225 Dated September 30, 2017 Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
c. STREET ADDRESS 1320 Old Chain Bridge Rd Suite 445				<input type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY MC LEAN		e. STATE VA	f. ZIP CODE 22101		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE OAM/IO/ITSC	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION Destination	b. ACCEPTANCE Destination				
12. F.O.B. POINT Destination					

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 616208729 Splunk IT Service Intelligence - Perpetual License, Enterprise Support, and Professional Services Individual responsible for inspection and Continued ...					
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME RTP Finance Center		\$88,668.52				17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts		\$88,668.52				
c. CITY Durham		d. STATE NC	e. ZIP CODE 27711			

22. UNITED STATES OF

AMERICA BY (Signature)

09/30/2017

ELECTRONIC SIGNATURE

23. NAME (Typed)

Keith Stewart

TITLE: CONTRACTING/ORDERING OFFICER

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 09/30/2017	CONTRACT NO.	ORDER NO. EP-17-H-000284
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	acceptance of the supplies/services and certification of the invoices: Robert Wilson, Office: (919) 541-3103, Email: wilson.robert@epa.gov Max Expire Date: 09/30/2018 Admin Office: HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460 Period of Performance: 10/01/2017 to 09/30/2018					
0001	Splunk IT Service Intelligence, Perpetual License (40 GB/day) Advanced Payment is authorized. Refer to EPAAR 1552.232-74 Payments;Simplified Acquisition Procedures Financing (JUN 2006). Accounting Info: 17-F-76N-ZZZGF3-2504-LSLMIBBS-1776NR10 21-001 BFY: 17 Fund: F Budget Org: 76N Program (PRC): ZZZGF3 Budget (BOC): 2504 Job #: LSLMIBBS DCN - Line ID: 1776NR1021-001 Funding Flag: Complete Funded: \$43,000.00 Accounting Info: 17-T-76N-ZZZGF3-2504-LSLMIBBS-1776NR10 21-002 BFY: 17 Fund: T Budget Org: 76N Program (PRC): ZZZGF3 Budget (BOC): 2504 Job #: LSLMIBBS DCN - Line ID: 1776NR1021-002 Funding Flag: Complete Funded: \$10,319.60	1	EA	53,319.60	53,319.60	
0002	Splunk IT Service Intelligence - Enterprise Support Accounting Info: 17-T-76N-ZZZGF3-2504-LSLMIBBS-1776NR10 21-003 BFY: 17 Fund: T Budget Org: 76N Program (PRC): ZZZGF3 Budget Continued ...	1	EA	10,663.92	10,663.92	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$63,983.52

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO
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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER
09/30/2017

CONTRACT NO.

ORDER NO.

EP-17-H-000284

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0003	(BOC): 2504 Job #: LSLMIBBS DCN - Line ID: 1776NR1021-003 Funding Flag: Complete Funded: \$10,663.92 Splunk Professional Services to assist in the installation and configuration of the module in EPA's existing Splunk Monitoring Environment Accounting Info: 17-T-76N-ZZZGF3-2504-LSLMIBBS-1776NR10 21-004 BFY: 17 Fund: T Budget Org: 76N Program (PRC): ZZZGF3 Budget (BOC): 2504 Job #: LSLMIBBS DCN - Line ID: 1776NR1021-004 Funding Flag: Complete Funded: \$24,685.00	10	DA	2,468.50	24,685.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$24,685.00

I. Pricing

The fixed price of this Purchase Order is **\$88,668.52**, inclusive of all Contract Line Item(s) outlined below:

CLIN	Description	Qty	Unit	Unit Price	Total Price
0001	Splunk IT Service Intelligence – Perpetual License - 40 GB/day	1	EACH	\$53,319.60	\$53,319.60
0002	Splunk IT Service Intelligence - Enterprise Support	1	EACH	\$10,663.92	\$10,663.92
0003	Splunk Professional Services to assist in the installation and configuration of the module in EPA’s existing Splunk Monitoring Environment	10	Days	\$2,468.50	\$24,685.00
Total Price					\$88,668.52

Note: No other costs will be reimbursed under this Order in excess of the “Total Price” amount listed for each CLIN.

2. Payments

Payment shall be made based on successful completion, inspection, and acceptance of the required services set forth in the order and in accordance with FAR 52.212-4(i) and the following payment schedule:

CLIN	Description	Number of Payments	Payment Amount	Payment Schedule
0001	Splunk IT Service Intelligence – Perpetual License - 40 GB/day	1	Total Price of CLIN	Advance Payment ¹
0002	Splunk IT Service Intelligence - Enterprise Support	1	Total Price of CLIN	Upon completion of services
0003	Splunk Professional Services to assist in the installation and configuration of the module in EPA’s existing Splunk Monitoring Environment	1	Total Price of CLIN	Upon completion of services

The total amount of payments for any CLIN shall not exceed the Total Price indicated for the

¹ Refer to EPAAR 1552.232-74 Payments—Simplified Acquisition Procedures Financing (JUN 2006)

respective CLIN. The total amount of payments for the Purchase Order shall not exceed the fixed price of the Purchase Order.

3. Invoices – RTP Finance

Invoices shall be prepared in original and at least one copy, containing the information required by FAR 52.212-4 (g).

Invoices shall be submitted via email to: RTPReceiving@epa.gov. When submitting invoices for payment, provide the .pdf file with the following naming convention and SUBJECT in email: SI_PO#_inv#.pdf Example: SI_EP08X00005_5335.pdf

The FedEx/Commercial Courier address for hard copy invoices:

US EPA, RTP-Finance
Mail Drop D143-02
4930 Page Road
Durham, NC 27703

For status of invoice payments, contact the Financial Office's Customer Service at (919) 541-0616 or use the Department of Treasury's Payment Advice Internet Delivery (PAID) system. It is located on the following website and requires registration:
<http://www.fms.treas.gov/paid/index.asp>

4. Contract Administration Representatives

Contracting Officer:

Jessica White
Office: (202) 564-1738
Email: white.jessica@epa.gov

Contracting Officer Technical Representative (COTR):

Robert Wilson
Office: (919) 541-3103
Email: wilson.robert@epa.gov

The COTR named above is/are the primary representative of the Contracting Officer. An alternate or other COTR may be designated and if so, shall be approved by the Contracting Officer and named through a modification to this Purchase Order. As such, the COTR and/or Alternate shall: (1) only provide information of a general nature necessary in performance of this Purchase Order; (2) be responsible for inspection and acceptance of the supplies/services; (3) be responsible for the certification (i.e. approval or disapproval) of the invoices; and (4) NOT issue any technical direction which changes or modifies the scope of work or alters the period of performance.

5. Period of Performance

October 1, 2017 – September 30, 2018

6. Incorporation of the Vendor's Quote

The Vendor's quote no. CGJS060717-225, dated September 30, 2017, is incorporated by reference and made a part of this Purchase Order. In the event of any inconsistency between the clauses of this Purchase Order and the Vendor's quote, the Purchase Order clauses take precedence.

7. Tax Exemption

The Federal Government is exempted from paying state and local taxes. The tax exempt number is 52-085-2695.

CLAUSES

The following clauses are applicable to this Purchase Order:

FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (JAN 2017)

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved].

__ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

__ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

__ (10) [Reserved].

__ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

__ (ii) Alternate I (Nov 2011) of 52.219-3.

__ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (ii) Alternate I (JAN 2011) of 52.219-4.

__ (13) [Reserved]

__ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).

__ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

__ (ii) Alternate I (Oct 1995) of 52.219-7.

__ (iii) Alternate II (Mar 2004) of 52.219-7.

__ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

__ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Nov 2016) of 52.219-9.

__ (iii) Alternate II (Nov 2016) of 52.219-9.

__ (iv) Alternate III (Nov 2016) of 52.219-9.

__ (v) Alternate IV (Nov 2016) of 52.219-9.

__ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

__ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

__ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

__ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

__ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

__ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

__ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

__ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

__ (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

__ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).

__ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

__ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

__ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

__ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

__ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the *Federal Register* advising the public of the termination of the injunction.

__ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

__ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

__ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

__ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Oct 2015) of 52.223-13.

__ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-14.

__ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-16.

__ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

__ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

__ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

__ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

__ (ii) Alternate I (JAN 2017) of 52.224-3.

__ (48) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

__ (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

__ (ii) Alternate I (May 2014) of 52.225-3.

__ (iii) Alternate II (May 2014) of 52.225-3.

__ (iv) Alternate III (May 2014) of 52.225-3.

__ (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

__ (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

___ (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

___ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

___ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

__ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

__ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xii)

52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the *Federal Register* advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

FAR 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)

FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD

MANAGEMENT (JUL 2013)

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

FAR 52.243-1 CHANGES - FIXED-PRICE (AUG 1987)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR - <https://www.acquisition.gov>; EPAAR -

<http://farsite.hill.af.mil/reghtml/regs/other/epaar/1552.htm>

EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (JUL 2016)

EPAAR 1552.232-74 PAYMENTS-SIMPLIFIED ACQUISITION PROCEDURES FINANCING (JUN 2006)

Simplified acquisition procedures financing in the form of advance payment(s) will be provided under this commercial item order in accordance with the payment schedule below. If both advance and interim payments are to be made, the payment schedule shown below will specify the type of payment provided for each line item. The Government shall pay the contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer's Representative: As indicated in the Order.

EPAAR 1552.237-71 TECHNICAL DIRECTION (AUG 2009)

(a) Definitions

Contracting officer technical representative (COTR), means an individual appointed by the

contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

Task order, as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The Contracting Officer's Representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

- (1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and
- (2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under.

The Contracting Officer's Representative(s) does not have the authority to issue technical direction which:

- (1) Requires additional work outside the scope of the contract or task order;
- (2) Constitutes a change as defined in the "Changes" clause;
- (3) Causes an increase or decrease in the estimated cost of the contract or task order;
- (4) Alters the period of performance of the contract or task order; or
- (5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the Contracting Officer's Representative.

(e) If, in the contractor's opinion, any instruction or direction by the Contracting Officer's Representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

- (1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;
- (2) Advise the contractor within a reasonable time that the government will issue a written

modification to the contract; or

(3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the Contracting Officer's Representative, shall be at the contractor's risk.

Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at <https://www.fedconnect.net/Fedconnect/>. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

(a)(1) The Environmental Protection Agency observes the following days as federal holidays. The term 'Federal holidays' as used in this clause shall mean only the following enumerated days and any other days hereafter declared National holidays by the President of the United States. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed on the preceding Friday.

January 1 - New Year's Day
January - Monday - Martin Luther King Day
February - Third Monday - Washington's Birthday
May - Last Monday - Memorial Day
July 4 - Independence Day
September - First Monday - Labor Day
October - Second Monday - Columbus Day
November 11 - Veterans Day
November - Fourth Thursday - Thanksgiving Day
December 25 - Christmas Day

(2) Holiday observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in the contract.

(b)(1) EPA may close an EPA facility for all or a portion of a business day as a result of:

- (i) Granting administrative leave to non-essential EPA employees (e.g., unanticipated holiday);
- (ii) Inclement weather;
- (iii) Failure of Congress to appropriate operational funds;
- (iv) Any other day designated by Federal law, Executive Order or Presidential Proclamation; or
- (v) Other reason as determined by the EPA (e.g., designated furlough day for federal workers).

(2) In such cases, Contractor personnel not determined by the Contracting Officer to be excepted (e.g., not performing mission-critical round-the-clock services/tasks) who are not already on duty at the facility shall not report to the facility. Such Contractor personnel already present shall be dismissed and shall leave the facility.

(3) The Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of mission-critical services/tasks already in operation or scheduled for performance during the period in which EPA employees are dismissed, and shall be guided by any specific instructions of the Contracting Officer or his/her duly authorized representative. In formulating instructions the Contracting Officer or authorized representative may consider recommendations from regional/local EPA facilities management/operations staff.

(c) When Contractor personnel services are not required or provided due to closure of an EPA facility as described in paragraph (b), the contract price will be adjusted as follows:

(1) For fixed-price contracts, deductions in the Contractor's price will be computed as appropriate for the particular firm fixed price contract in question, e.g.,

(i) The deduction rate in dollars per day will be equal to the per-month contract price divided by 21 days per month. (In this example, the 21-days-per-month figure was calculated as follows:

$$365 \text{ calendar days/year} - 10 \text{ Federal holidays} - 104 \text{ Saturdays/Sundays} = 251 \text{ days/12 months}$$
$$= 20.92 \text{ days/month, rounded up to 21 days/month})$$

(ii) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided. If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the Contractor is compensated for services provided.

(2) For cost-reimbursement, time-and-materials and labor-hour type contracts, EPA shall not reimburse, as direct costs, salaries or wages of Contractor personnel for the period during which such personnel are dismissed from, or do not have access to, the facility.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site unless otherwise instructed by the Contracting Officer.